

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS MS-67
1727 30TH STREET
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
FAX (916) 227-6155
TTY (800) 735-0193 or (916) 227-2857
INTERNET <http://caltrans-opac.ca.gov>



*Flex your power!
Be energy efficient!*

June 11, 2007

ADDENDUM ONE
Invitation for Bid (IFB) 04A2848
HAZARDOUS MATERIAL REPORT

Your attention is directed to the following in reference to the above-noted Invitation For Bid (IFB):

The upcoming bid opening scheduled for **Tuesday, June 12, 2007, has been postponed until further notice.**

All other terms and conditions set forth in the IFB remain in full force and effect.

Sincerely,

Lindy K. Wilson
Contract Analyst

The following is the Table of Contents for the Internet Bid Package documents.

04A2848a.doc

IFB Solicitation, 21 pages

04A2848b.doc

Sample Standard Agreement, 26 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN
ADDRESS

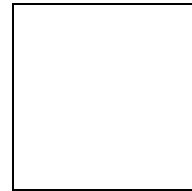
Agreement No. 04A2848

Bid Due Date: 6/12/07

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Lindy K. Wilson



Department of Transportation, MS-65
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

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5/11/07

**INVITATION FOR BID (IFB)
IFB # 04A2848
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), 04A2848 entitled Hazardous Material Report. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: 916-227-6075.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Lindy K. Wilson
Department of Transportation
Phone: 916-227-6053
Fax: 916-227-6007

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Lindy K. Wilson
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 6 (Exhibit A)**.

The Contractor shall furnish all labor, materials, parts and equipment necessary to provide emergency and/or routine Hazardous Material Report services to State-owned residential and commercial properties. Services shall be provided on an as-needed basis, as requested by the Caltrans Contract Manager or his/her authorized designee within the designated service area.

B) Bidder's Minimum Qualifications

The contractor shall be properly certified in accordance with laws of the State of California, Division of Occupational Safety and Health Asbestos Consultant and Trainer Approval Unit, as a Certified Asbestos Consultant. The lead paint (and ceramic tile) inspection and X-Ray Fluorescence (XRF) testing work shall be performed by a person who is certified as a Lead-Related Construction Inspector/Assessor by the State of California Department of Health Services.

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Enter **TIME** - ONLY if Applicable

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	5/11/07	
Written Question Submittal	5/29/07	
Final Date and Time for Bid Submission	6/12/07	2:15PM
Bid Opening	6/12/07	2:30PM

2. Questions and Answers

- Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by 5/29/07.
- Written questions must include the individual's name, firm name, complete address and must reference IFB No. 04A2848. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6007

Department of Transportation, MS-65
Division of Procurement and Contracts

Attention: Lindy K. Wilson
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. Contractor Certification

At time of bid submittal and for the duration of the contract, the bidder shall be properly certified in accordance with laws of the State of California, Division of Occupational Safety and Health Asbestos Consultant and Trainer Approval Unit, as a Certified Asbestos Consultant. The lead paint (and ceramic tile) inspection and X-Ray Fluorescence (XRF) testing work shall be performed by a person who is certified as a Lead-Related Construction Inspector/Assessor by the State of California Department of Health Services.

6. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will

review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 6, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

7. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 04A2848

IFB Name: Hazardous Material Report(s)

Firm Name:

Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 5, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid

cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC**

307 may be viewed at Internet site
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

8. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The contract, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

9. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation
Division of Procurement & Contracts, MS 65
Attention: Protest and Dispute's Manager
1727 30th Street
Sacramento, CA 95816
Phone Number: (916) 227-6096
Fax Number: (916) 227-6155

It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

10. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- d.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.

e.) No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 4 (Bid/Bidder Certification Sheet) and attach a copy of your certification.

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 3, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 3). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

BID PROPOSAL

ADM-1412 (REV. 06/02) PAGE 1 OF 2

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 04A2848	PAGE 1 OF 2	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	14	Per Survey Report (in Triplicate)	Asbestos/Lead Survey report & testing for Residential Structures up to 2000 sq. ft. with up to 150 Polarized Light Microscopy (PLM) & 400 X-Ray Fluorescence (XRF) samples		
2	1	Per each additional 100 sq. ft.	Additional charge per 100 sq. ft. over 2000 sq. ft. for survey reports and testing of residential structures		
3	24	Per Survey Report (in Triplicate)	Asbestos/Lead Survey report and testing for commercial or multi family structures up to 10,000 sq. ft. up to 200 PLM and 1200 XRF samples		
4	1	Per each additional 100 sq. ft.	Additional Charge per 100 sq. ft. over 10,000 sq. ft. for survey reports or testing of commercial or multi family structures		
5	1	Per additional sample	Additional Lead base paint testing XRF Method (must have written approval in advance from Caltrans Contract Manager)		
6	1	Per additional sample	Additional test for asbestos testing PLM Method (must have written approval in advance from Caltrans Contract Manager)		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL OF ITEMS 1,2,3,4,5 & 6	

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.

(3) ADDITIONAL SAMPLES FOR LEAD BASE PAINT TESTING XRF METHOD (ITEM 5) AND ADDITIONAL SAMPLES FOR ASBESTOS TESTING PLM METHOD (ITEM 6) MUST BE APPROVED IN WRITING BY THE CALTRANS CONTRACT MANAGER PRIOR TO COMMENCEMENT OF THE ADDITIONAL SAMPLING.

BID PROPOSAL

ADM-1412 (REV. 06/02) PAGE 2 OF 2

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 04A2848	PAGE 2 OF 2	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE	TOTAL (In Figures)
7	28	Per containment area	Asbestos/lead clearance report and testing for residential structures up to 20000 S.F.		
8	50	Per containment area	Asbestos/lead clearance report and testing for commercial and multi-family structures up to 10,000 S.F.		
9	1	Per additional sample	Additional charge per PMC sample (NIOSH method 7400- 24hr. turnaround) over 5 PMC required per containment area.		
10	1	Per additional sample	Additional charge per lead wipe sample over 3 required samples per containment area		
11	1	Lab results (24hr. turnaround) of representative core	Total Threshold Limit Concentration Test (TTLC) per Title 22		
12	1	Lab results (24hr. turnaround) of representative core sample	Soluble Threshold Limit Concentration Test (STLC) per EPA 131		
13	1	Lab results (24hr. turnaround) of representative core	Toxicity Characteristic Leaching Procedure Test (TCLP) Test/analytical lab results per Title 22		
(5) UNIT PRICE INCLUDES AIR SAMPLES (5 PCM PER CANTAINMENT AREA) AND LEAD WIPE SAMPLES (2 PER CONTAINMENT AREA) PER CONTAINMENT AREA WITH A WRITTEN FINAL REPORT.				SUB TOTAL OF ITEMS 7,8,9,10,11,12,& TOTAL FOR ITEMS 1-13	
(6) ADDITIONAL PCM AND LEAD WIPE SAMPLES FOR FINAL CLEARANCE MUST BE APPROVED IN WRITING BY THE CONTRACT MANAGER PRIOR TO COMMENCEMENT OF THE ADDITONAL SAMPLING.					

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS
 ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

ATTACHMENT 3

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS	
CONTACT PERSON	BUSINESS PHONE ()	
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER	DATE

IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
B. Certified Small Business Subcontractor/Supplier Name and Address						
TOTAL PARTICIPATION CLAIMED					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. **For on-call contracts, the dollar amount represents estimated dollar value claimed.

11. FOR CALTRANS USE ONLY

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

ATTACHMENT 4
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked **"Bid Submittal - Do Not Open"**.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</p> <p>a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter certification number: _____</p> </div> <div style="width: 45%;"> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter your service code below: _____</p> </div> </div> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:</p>		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 5
Invitation for Bid 04A2848

ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Small Business Preference Form For Non-Small Business Bidders, ADM-3019
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	Attachment Checklist

Attachment #6
Sample Standard Agreement

AGREEMENT NUMBER 04A2848
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Transportation

CONTRACTOR'S NAME

2. The term of this Agreement is: through



3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 pages
Exhibit B – Budget Detail and Payment Provisions	8 pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 307)	
Exhibit D – Special Terms and Conditions	4 pages
Exhibit E – Additional Provisions	6 pages
Attachment 1 - Bid Proposal	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Transportation		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
John Bennyhoff, Contract Officer		
ADDRESS		
1727-30 th Street, 4 th Floor Sacramento, CA 95816		

☐ Exempt per:

EXHIBIT A

Standard Agreement

SCOPE OF WORK

1. Statement of Work

- A. This is an on-call service Agreement for State-owned right-of-way property maintenance services.
- B. The Contractor shall furnish all labor, materials, parts and equipment necessary to provide emergency and/or routine Hazardous Material Report services to State-owned residential and commercial properties. Services shall be provided on an as-needed basis, as requested by the Caltrans Contract Manager or his/her authorized designee within the designated service area.
- C. Hazardous Material Survey Contractor shall provide qualified personnel, equipment and material necessary to prepare Asbestos and Lead Based Paint Survey Reports through visually inspecting, collecting, testing, and analysis of building materials on State-owned residential and commercial structures. The contractor shall provide qualified personnel, equipment and materials necessary to prepare asbestos/lead area final clearance reports through inspecting, sampling, collecting and testing of air samples and lead wipes for residential, multifamily and commercial structures. The contractor shall perform, as necessary, the appropriate waste characterization sampling for all lead waste generated from an abatement project. Services shall be provided on an as-needed basis as required by the Contract Manager or his/her authorized designee. All services shall be charged at the contracted bid rate.

2. Detailed description of work to be performed and duties of all parties:

- A. A qualified California Industrial Hygienist or a Certified Site Surveillance Technician working under the direction of a Certified Asbestos Consultant must perform the asbestos survey sample collection and inspection services.
- B. A person who is certified as Lead-Related Construction Inspector/Assessor by the California Department of Health Services shall perform the lead paint and ceramic tile inspection and X-Ray Fluorescence (XRF) testing work.
- C. Sampling and analysis shall be performed by laboratories certified for hazardous waste testing pursuant to Section 25198(a) of the California Health and Safety Code and Title 22, Section 67600, et seq., and Title 17, Section 35001 et seq., of the California Code of Regulations.
- D. All collection, testing, analysis, equipment, and materials shall be as prescribed by the National Institute for Occupational Safety and Health (NIOSH), Division of Occupational Safety and Health (Cal-OSHA), United States Environmental

EXHIBIT A

Standard Agreement

Protection Agency (USEPA), Department of Toxic Substances Control (DTSC). National Emission Standards for Hazardous Air Pollutants (NESHAP), Housing Urban Development (HUD) Guidelines of Hazard Control/Abatement and all other federal, state, or local compliance regulations in connection with asbestos, lead base paint exposure standards for workplace settings and air monitoring for asbestos, lead base paint-related activities.

3. Special Provisions

The Contractor shall conform to all federal, state and local laws governing the identification, inspecting, sampling and testing of friable and nonfriable asbestos, lead based paint and other hazardous materials. The Contractor shall supply copies or information on all applicable licenses, permits and notifications required by applicable laws and regulations.

Applicable regulations include but are not limited to the following:

- California Health and Safety Code, Divisions 20, Chapter 6.8 Hazardous Waste Control, Chapter 6.8 Hazardous Substance Account.
- California Code of Regulations, Title 8, General Industry Safety order 5208, Asbestos, Asbestos Standards for Construction Order 1529.
- Code of Federal Regulations, Title 29, part 26, Occupational Safety and Health Administration.
- Code of Federal Regulations, Title 29, Part 1910, Hazardous Waste Operations and Emergency Response.
- Local Air Pollution Control District Regulations.
- Code of Federal Regulations, Title 40, Part 61, Subpart M. National Emission Standard of Asbestos.
- California Code Regulation, Title 17, Section 35001 et seq.

4. Scope of the Survey

- A. Survey the designated real property improvements and fixtures for the presence of all forms of asbestos and lead-based paint and other known hazardous materials in all readily accessible areas, as well as sealed off areas such as tunnels, caverns, bulkhead crawl spaces and other inaccessible areas.
- B. Identify all forms of Asbestos Containing Material (ACM) and Lead Based Paint present and indicate its location, friability, condition, asbestos content and type (through testing analysis), and accessibility, including floor plans for identifying specific areas containing ACM and lead based paint. Test all suspected types of building

EXHIBIT A

Standard Agreement

materials, including, but not limited to, exterior siding, roofing felts, mastics, walls, floors, building materials and caulking.

- C. Prepare a report as described in Item 4 Survey Guidelines/Testing, including a reasonable estimate of cost for abatement of all ACM and lead based paint, which will be used for abatement at a later date. Separately identify any areas recommended for priority abatement due to immediate health risks.

5. Survey Guidelines/Testing

- A. Definition of Asbestos: Asbestos shall be defined by 15 USC Section 2642, the Asbestos Hazard Emergency Response Act (AHERA).
- B. Hygienist. An Asbestos Consultant who has proper State accreditation must conduct the asbestos survey.
- C. Laboratory. The laboratory shall be accredited by the American Industrial Hygiene Association (AIHA), the National Institute of Standards and Technology (NIST), or National Volunteering Laboratory Accreditation Program (NVLAP) and also carry any locally required certifications.
- D. Sample Quantity. The quantity of samples collected shall be the minimum as mandated in the AHERA guidelines for asbestos and lead base paint per HUD Protocol, June of 1995 with 3 shot average. Any samples exceeding required minimum shall be approved by the Contract Manager.
- E. Methods of Analysis. Examination shall be by PLM for asbestos and X-Ray Fluorescence (XRF) for lead based paint.
- F. Destructive Sampling. Exploratory demolition may be necessary to complete the survey. The consultant must fully inform the State representative about such destructive sampling and assure coordination of all patching and repair work, specifically including patching of roof areas. Consultant is not responsible for performing such replacements but is fully responsible for clarifying intentions in writing prior to commencement of the work.
- G. Report. Prepare two bound originals, one unbound original copy of the report that will include:
- A detailed summary of the site inspection, sampling and analytical data

EXHIBIT A

Standard Agreement

- Identification and summary of all forms of ACMs and or lead based paint and any other hazardous materials, its location, friability, conditions, accessibility, asbestos content and type.
 - Date of survey and names of surveyors.
 - A floor plan of the facility (not necessarily to scale) depicting locations of all sampling and location of all hazardous materials.
 - Field log sheets.
 - Laboratory analysis results.
 - A description of all inaccessible areas not surveyed.
 - A reasonable estimate for all abatement costs, including:
 1. abatement costs
 2. testing costs
 3. overnight costs.
 - Provide photographs of all friable asbestos and typical non-friable asbestos.
 - Prepare a detailed cost breakdown sheet for each task/work area addressed in the technical specifications.
 - Prepare a Scope of Work Description which delineates general over view of work areas by type of activities (abate/encapsulate); additional general or supplementary information that directly relates to the future abatement of hazardous materials at the designated location of survey.
 - Conclusions and recommendations.
 - The experience and qualifications of the California Certified Asbestos Consultant shall be included in each report, and each report shall be signed with a signature block containing Certified Asbestos Consultant the certification number, and the signature of the consultant.
- H. If at any time the Contractor becomes aware that its or other work practices are violating Specifications, or state, federal, or local regulations, to the extent of potential endangerment of building users, workers, state employees or public, the Contractor will immediately notify the State Contract building users, workers, state employees or public. The Contractor shall immediately notify the Department's Contract Manager and follow up with written documentation that the work has ceased until corrective measures are in place to correct the problem. Any loss or damage due to Stop Work Order(s) shall be the Contractor's responsibility. The Stop Work Order issued by the Department shall be effective immediately.

6. Response to Service Calls

- A. The Contractor shall provide on-call services on an eight (8) hour per day, five (5) days per week basis. Services shall be provided Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m., except on State observed holidays.

EXHIBIT A

Standard Agreement

- B. Calls for services shall be completed within ten (10) working days after receipt of call unless additional time is authorized by the Contract Manager. It is the Contractor's responsibility to notify the Contract Manager or his/her designee at (510) 286-5497 of the Test/laboratory results. The Contractor shall forward to the Contract Manager three (3) copies of the asbestos/lead paint survey report within ten (10) days of the request.
- C. Contractor's telephone will be answered by an office employee between 8:00 a.m. and 5:00 p.m., Monday through Friday. An answering service or mechanical device will be not be acceptable. An answering service may be used between 5:00 p.m. and 8:00 a.m., on Saturdays, Sundays and State holidays.

7. Completion and Inspection of Work

It is the Contractor's responsibility to notify the Caltrans Contract Manager of the Test/Laboratory results and to send to the Contract Manager three (3) copies of the asbestos and lead based paint survey report within 10 days of work request. Each lead based paint survey report shall be signed with a signature block containing the inspector's certification number.

8. Final Cleanup

The Contractor shall leave each work site in a neat and clean condition. The Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site at no additional cost to the Department.

9. Specifications

- A. For Asbestos and Lead Based Paint Final Clearance on Abatement Projects and Lead Based Waste Stream Sampling.
- B. Air sampling is required to evaluate the final cleaning by the abatement contractor upon completion of the abatement for compliance with specified clearance requirements and/or comparison to baseline data. The work effort under this scope will include area air sampling and lead wipes inside the regulated work area to establish a baseline final clearance for the abatement work. A final clearance report for each containment area will be submitted at the conclusion of the abatement project.

EXHIBIT A Standard Agreement

10. Document review:

The Consultant will obtain and review pertinent abatement contract documents to become familiar with the abatement procedures to be conducted.

11. Air and Wipe Sampling for final clearance of Abatement

- A. **Asbestos:** Final clearance air sampling using the NIOSH Method 7400 will be performed inside each regulated work area, a total of five (5) PCM samples will be collected within each regulated work area. The fiber concentration for each clearance sample will be less than 0.01f/cc (or less than the baseline sample results if higher than 0.01 f/cc).
- B. **Lead Based Paint:** The consultant will collect three (3) lead wipe clearance samples from the impacted work areas. The results will be made available within 24 hours.

12. Waste Stream Sampling for LBP

- A. The Consultant will perform, as necessary, the appropriate waste characterization sampling for all lead waste generated from the abatement project.
- B. Analysis for the waste characterization samples shall be performed as follows:
- C. Waste generated by chemical stripping shall, in addition to the requirements for determining the solid and soluble lead concentrations, shall be tested for corrosiveness and other contaminants, as applicable, resulting from the chemical stripping process.
 - 1. Analyze samples via EPA test method 6010 for a Total Threshold Limit Concentration (TTLC): If results are less than 50 mg/kg (milligrams/kilogram) the waste is not hazardous and shall be disposed as general construction waste.
 - 2. If a total lead result equals or exceeds 50 mg/kg then the waste sample shall be analyzed via the California waste extraction test (WET).
 - 3. If the WET result(s) exceed the California soluble threshold limit concentration (STLC) of 5 mg/l then the material represented by the sample would be considered to be a California hazardous waste. California hazardous waste material shall also be analyzed via the federal toxicity characteristic leaching procedure (TCLP).

EXHIBIT A Standard Agreement

4. If the TCLP result for the waste material is equal or greater than the 5 mg/l threshold limit for lead, the material is a RCRA (Resource Conservation & Recovery Act) waste. RCRA waste shall be transported and disposed at a landfill permitted to accept RCRA waste.

13. Final report:

The Consultant will submit a final written clearance report including all sampling logs and laboratory results for each containment area within a structure for the abatement project.

14. Location of Work

- A. Location of services to be performed include, but are not limited to various locations in the County(ies) and/or City(ies) of Hayward and Castro Valley within the designated service area.
- B. The work will be on State owned right of way property that is held for future construction projects or as excess property.

15. This Agreement will commence on the start date _____ as presented herein or upon approval by the State, which ever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on _____. The services shall be provided during working hours, Monday through Friday, except holidays. The parties may amend this agreement as permitted by law.

16. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor:
Section/Unit:	Section/Unit:
Contract Manager	Project Manager
Address	Address
Business Phone Number	Business Phone Number
Fax Number	Fax Number

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered and approved by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein in Attachment 1. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction. The Contractor invoicing requirements are as follows:

1.) The Contractor shall submit an itemized invoice with the following information:

- a. Contract number
- b. Statement of work performed
- c. Materials/supplies purchased or installed
- d. Date(s) of work
- e. Starting and ending times
- f. Property address
- g. Right of Way Log No. and/or Parcel No.
- h. Disposal fee receipts if applicable.

2.) The Contractor shall submit an original and two copies of each invoice.

3.) Invoices shall be submitted within 30 days of completion of work.

4.) Preprinted letterhead invoices do not require the Contractor's signature.

5.) The Contractor's signature is required on invoices on which the Contractor's name and address are typewritten or rubber-stamped. Such invoices received without the Contractor's signature will not be accepted for payment.

B. Invoices shall reference this Agreement number and shall be submitted to the Caltrans Contract Manager for work performed in the County(ies) of Hayward and Castro Valley at the following address:

Department of Transportation
Right of Way Property Management, MS Number
Attention: Contract Manager's Name
Street Address/P.O. Box
City, CA Zip Code

C. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

EXHIBIT B

Standard Agreement

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed (amount of Agreement).
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the Agreement manager or his/her designee.

5. Allowable Costs and Payments

- A. Payment will be at the rate bid. The payment shall include full compensation for furnishing all of the labor, tools, equipment and incidentals necessary to complete the work. No additional compensation will be allowed for specialized equipment. Profit, charges for estimates, if any, and overhead markup must be included in the rate bid.
- B. A minimum charge of an hour's labor may be invoiced for each job completed for hourly rate services authorized.

EXHIBIT B

Standard Agreement

6. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT D

Standard Agreement

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Overtime

- A. When the Contractor is ordered by the State to work overtime or on Saturday, Sunday or holidays, additional payment will be made to the Contractor for time at the actual overtime rate bid.
- B. Overtime is defined as time worked in excess of eight (8) hours during any day or shift. Holidays are those recognized by the State.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

3. Default

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Additionally, the contractor may be liable to the State for the difference between the contractor's original bid price and the actual cost of performing the work by the second low bidder or by another contractor.

4. Right To Terminate

- A. The State reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor.
- B. The Department may terminate the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- C. In the event that the total Agreement amount is expended prior to the expiration date, the State may, at its discretion, terminate this Agreement with 30 days notice to contractor.

EXHIBIT D

Standard Agreement

5. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the Contractor, Subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

6. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

7. Employment of Undocumented Aliens

By signing this contract, the contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

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8. Non-State Employees

It is expressly agreed that all persons engaged on this work are employees of the Contractor and/or subcontractor, and that none are employees of the Department of Transportation or the State of California.

9. Workmanship

- A. The workmanship shall be equal to the highest standards of the industry and shall be in conformance with the building codes of the State, County and City in which the work is being done; copies of any required building permits shall be submitted to the Caltrans Contract Manager with the Contractor's invoice(s).
- B. The Contractor shall conduct its operations in such a manner to cause the least obstruction and/or inconvenience to the tenants. Whenever the Contractor's operations create a condition which is hazardous to the tenants or to the public, the Contractor shall provide, at the Contractor's expense and without cost to the State, flagpersons and/or guards necessary to eliminate the hazardous condition encountered. The Contractor shall furnish, erect or maintain such fences, barricades, light signs and/or other devices that are necessary to prevent accidents and avoid damage or injury to the tenants or the public.
- C. The Contractor shall conduct his/her operation in such a manner as to avoid injury or damage to the property of Caltrans or the adjacent property. If such objects are injured or damaged by reason of the Contractor's operation, they shall be restored at the Contractor's expense.
- D. The Contractor shall protect and indemnify the State of California and its officers and employees from any loss or damage that may occur from any loss or damage to the materials or other things used in performing the work and from liability or injury to or death of any person, either workers or to the public, resulting from the Contractor's operation.
- E. The Contractor shall notify the Caltrans Contract Manager or his/her designee of materials required to complete each job. The installed parts and materials shall be of the same size and capacity and functionally equal to the materials and parts being replaced, or shall be as directed by the Caltrans Contract Manager or his/her designee.
- F. Any work judged unsatisfactory by the Caltrans Contract Manager or his/her representative shall be redone at the Contractor's expense.

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10. Legal Responsibility

- A. The Contractor shall comply with all applicable federal, state, county, city and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work to be performed.
- B. The State of California, or any employee of the State of California, shall not be answerable or accountable in any manner for loss or damage that may happen to the Contractor's equipment, tools or materials.
- C. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from any cause whatsoever during the performance of the work or at any time before its completion and final acceptance.

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ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.
- G. The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

1. Commercial General Liability

Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

2. Automobile Liability

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

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3. Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required.

5. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000.00 per incident and an annual aggregate amount of \$2,000,000.00 shall be provided.

2. Licenses and Permits

- A. The contractor shall be properly certified in accordance with laws of the State of California, Division of Occupational Safety and Health Asbestos Consultant and Trainer Approval Unit, as a Certified Asbestos Consultant. The lead paint (and ceramic tile) inspection and X-Ray Fluorescence (XRF) testing work shall be performed by a person who is certified as a Lead-Related Construction Inspector/Assessor by the State of California Department of Health Services.
- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the **Department** a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- D. In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

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3. Licensed Contractor Standards for Quality of Work

- A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
 - 2) The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
 - 3) Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the contract plans and specifications, all at no further or additional cost to the State.

4. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Contract Manager in writing.

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5. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

9. Equipment

- A. The Contractor shall provide a properly equipped service truck with all tools and equipment required to do the work. A periodic inspection by State representatives will be performed to ensure that the truck, tools and equipment are appropriate for the type of work being performed. This inspection will be based on the common practice of the industry for the particular trade practiced.
- B. Failure to use tools and equipment for the specified work will constitute non-conformance and result in possible cancellation of the Agreement. Inspection of the truck, tools and equipment does not certify or warrant the condition of tools and/or equipment use. The State will not be responsible for use and/or condition of truck, tools or equipment.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

11. Equipment Indemnification

- A. The Contractor shall indemnify the state for any claims against the state for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

12. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed,

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or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

13. Interfacing with Pedestrian Vehicular Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

14. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

15. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials

- A. If the Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, the Contractor shall **STOP WORK IMMEDIATELY**. The Contractor shall verbally notify the Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.
- B. Once notified, the Caltrans Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint or other hazardous substances/materials that are discovered or suspected to be present.
- C. Continuation of work shall not commence until the Contractor has been authorized to do so in writing, by the Caltrans Contract Manager.
- D. Should it become necessary to cancel the work request, the Contractor shall be compensated only for work in progress or actually completed to the Caltrans

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Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.

- E. Failure to notify the Caltrans Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate cancellation of the Agreement and legal liability to the Contractor for all actual damages resulting.
- F. Asbestos abatement work shall only be performed by a licensed asbestos abatement contractor certified by the Contractors State Licensing Board and currently registered with the Department of Industrial Relations, Division of Occupational Health and Safety.
- G. Lead-based paint abatement work shall only be performed by a certified contractor pursuant to Title 17 of the California Code of Regulations, Section 35001 et.seq.